



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
 Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
 Director

SHERYL L. SPILLER
 Chief Deputy

July 19, 2011

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

#9 JULY 19, 2011

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Board of Supervisors
 GLORIA MOLINA
 First District
 MARK RIDLEY-THOMAS
 Second District
 ZEV YAROSLAVSKY
 Third District
 DON KNABE
 Fourth District
 MICHAEL D. ANTONOVICH
 Fifth District

Dear Supervisors:

**RECOMMENDATION TO ACCEPT AN IN-KIND SERVICE DONATION, TO DELEGATE
 AUTHORITY TO THE DIRECTOR OF THE DEPARTMENT OF PUBLIC SOCIAL SERVICES TO
 ACCEPT SIMILAR, FUTURE IN-KIND SERVICE DONATIONS AND TO AMEND ANY
 ADOLESCENT FAMILY LIFE PROGRAM AGREEMENT TO REFLECT SUCH A DONATION
 (ALL DISTRICTS - 3 VOTES)**

SUBJECT

On June 24, 2011, AltaMed Health Services Corporation (AltaMed), one of the four Adolescent Family Life Program (AFLP) agencies, offered in writing to provide to the County, at no cost, services to non-high-risk pregnant and parenting teens assigned to it in the Cal-Learn Program for Fiscal Year (FY) 2011-12. As a result, the Department of Public Social Services (DPSS) recommends the following actions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept the offer from AltaMed to provide an in-kind donation of services at no cost to the County to all non-high-risk pregnant and parenting teens assigned to them for FY 2011-12, at an estimated value of \$1,220,000.
2. Contingent upon your Board's acceptance of this offer, delegate authority to the Director of DPSS or his designee to prepare and execute an amendment (substantially similar to the amendment in Attachment A) to the Cal-Learn Case Management contract with AltaMed to serve non-high-risk pregnant and parenting teens for FY 2011-12, at no cost to the County provided that prior Chief Executive Office (CEO) and County Counsel approval as to form is obtained and the Director or his designee notifies the Board and CEO in writing within ten business days after execution.

3. Delegate authority to the Director of DPSS or his designee to accept any future in-kind services from the other three AFLP agencies, valued up to a maximum of \$530,000 for Children's Hospital Los Angeles, \$2,772,000 for El Nido Family Centers and \$793,000 for Foothill Family Service should any of the AFLP agencies offer to provide to the County, at no cost, services to non-high-risk pregnant and parenting teens for FY 2011-12.

4. In the event of any such donation, delegate authority to the Director of DPSS or his designee to prepare and execute an amendment (substantially similar to the amendment in Attachment A) to the current Cal-Learn Case Management contract with any of the AFLP agencies to serve non-high-risk pregnant and parenting teens for FY 2011-12 at no cost to the County, provided that prior CEO and County Counsel approval as to form is obtained and the Director or his designee notifies the Board and CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with County policy, donations in excess of \$10,000 require acceptance by your Board. Acceptance of AltaMed's offer and any potential offers from the other three AFLP agencies will allow non-high-risk pregnant and parenting teens to continue receiving services from AltaMed and the other AFLP agencies. With over 16 years of experience serving this population, the AFLP agencies have the resources and expertise to continue providing case management services to this population.

On March 24, 2011, the Governor signed into law several budget related bills that included suspending the entire Cal-Learn program except for the issuance of bonuses to Cal-Learn participants for FY 2011-12. Cal-Learn is a Statewide program that provides intensive case management services to assist pregnant and parenting CalWORKs participants who are 19 years old and younger to complete their high school education.

On May 31, 2011, your Board delegated authority to the Director of DPSS to amend the current Cal-Learn contracts with the four AFLP agencies to only serve high-risk pregnant/parenting teens with children between the ages of 0 to 5 should \$2.9 million in funding be secured from First 5 LA for FY 2011-12. On June 9, 2011, First 5 LA approved the \$2.9 million for FY 2011-12. On June 14, 2011, your Board delegated authority to the Director of DPSS to enter into a contract with First 5 LA for the \$2.9 million in funding. A contract between DPSS and First 5 LA and amendments to the Cal-Learn contracts were executed effective July 1, 2011.

On June 16, 2011, AltaMed first notified DPSS of its interest in donating in-kind services valued at \$1,221,930, and on June 24, 2011, confirmed its interest in writing. AltaMed stated that its offer is without expectation or reciprocation or compensation by the County to AltaMed, and there has been no reciprocation or compensation by the County to AltaMed related to the offer. Also, AltaMed confirmed that it is offering to provide services in accordance with County and State requirements.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #2: Children, Family and Adult Well-Being: Enhance economic and social outcomes through integrated, cost-effective and client-centered supportive services.

FISCAL IMPACT/FINANCING

There is no net County cost impact. The four Cal-Learn contracts were funded through CalWORKs Single Allocation at an estimated cost of \$8.3 million for FY 2010-11. AltaMed's portion of the \$8.3 million was up to an estimated \$2.2 million.

First 5 LA will fund \$845,000 to serve AltaMed's high-risk teens and AltaMed will fund about \$1.2 million to serve its non-high-risk teens for an estimated total of \$2.1 million for FY 2011-12. If offered by the remaining three AFLP agencies, the in-kind donation maximum shall be the difference between their Cal-Learn funding for FY 2010-11 and the funding provided by First 5 LA as follows:

	FY 2010-11 Estimated Maximum	First 5 LA Funding For FY 2011-12	Difference
Children's Hospital Los Angeles	\$810,000	\$280,000	\$530,000
El Nido Family Centers	\$4,200,000	\$1,428,000	\$2,772,000
Foothill Family Service	\$1,140,000	\$347,000	\$793,000

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval. The CEO and County Counsel have reviewed this Board letter. County Counsel has approved the attached amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will allow for the continuation of case management services to non-high-risk pregnant and parenting teens by AltaMed, and if so offered, by the remaining AFLP agencies. The acceptance of this in-kind donation is beneficial to the participants as there will be no disruption in their current relationship with their service provider. Further, acceptance of this donation will lessen the burden placed on County staff to manage the additional workload. However, if this donation is not accepted, and/or in areas where the AFLP agencies are not offering an in-kind donation to continue to serve the "non-high-risk" eligible participants, the County shall, with no net County cost impact, provide to these participants the same types of case management services, as would have been provided by the AFLP agencies for this Fiscal Year.

CONCLUSION

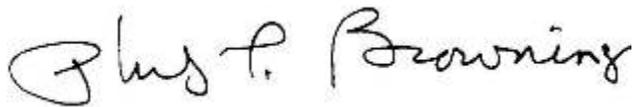
The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Director of DPSS.

The Honorable Board of Supervisors

7/19/2011

Page 4

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive style with a large initial "P" and "B".

PHILIP L. BROWNING

Director

PLB:yjm

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

**AMENDMENT NUMBER TWO
TO THE CAL-LEARN CASE MANAGEMENT CONTRACT**

Reference is made to the document entitled, *“Cal-Learn Case Management Contract By And Between County of Los Angeles And AltaMed Health Services Corporation”*, dated September 1, 2009, and further identified as County Contract Number CLC09001, Amendment Number One, dated July 1, 2011 and Change Notice Number One, dated September 23, 2009, hereinafter all referred to as *“Contract”*; and,

WHEREAS, on March 24, 2011, the State suspended most of the Cal-Learn program for Fiscal Year 2011-2012; and,

WHEREAS, on June 14, 2011, County of Los Angeles (COUNTY) accepted a \$2.9 million donation from First 5 LA to continue Cal-Learn program benefits to the portion of the Cal-Learn population that is considered High-Risk CalWORKs Teens and divided these funds between the four private agencies that have provided Cal-Learn services in the past on behalf of the COUNTY. AltaMed Health Services Corporation (AltaMed or CONTRACTOR) was one of these four agencies.

WHEREAS, on July 1, 2011, COUNTY and CONTRACTOR executed Amendment One to this Contract in order for CONTRACTOR to serve High-Risk CalWORKs Teens only; and,

WHEREAS, the COUNTY anticipated that the remaining Non-High-Risk CalWORKs Teens would be provided services by the COUNTY at no additional cost to the COUNTY because these services are subsidized in full by State and Federal Temporary Assistance to Needy Families ("TANF") funds; and,

WHEREAS, on June 24, 2011, CONTRACTOR notified DPSS that it wished to continue to provide services to Non-High-Risk CalWORKs Teens in their area at no cost to the COUNTY, for the year beginning July 1, 2011 and ending on June 30, 2012 for it was in their benefit to continue to provide these services, at no cost, since it would allow them not to have to lay off staff, and then attempt to rehire them when it is anticipated the State will return funding to the Cal-Learn program in a year. Further, providing these services avoids detriment to the target population and this is consistent with CONTRACTOR's non-profit mission; and,

WHEREAS, it is also to the COUNTY's benefit to accept CONTRACTOR's offer to serve the Non-High-Risk CalWORKs Teens at no cost for it would add less stress to the COUNTY's work load; and,

WHEREAS, CONTRACTOR acknowledges and understands that by entering into this Amendment the COUNTY shall be relying on CONTRACTOR to fulfill its CalWORKs obligations that are specified in this Contract's Exhibit A, STATEMENT OF WORK AND TECHNICAL EXHIBITS to both the High-Risk CalWORKs Teens and Non-High-Risk CalWORKs Teens; and,

WHEREAS, it is to the mutual benefit of both the COUNTY and CONTRACTOR to amend this Contract to clarify the unspent funds provision and to modify the Statement of Work to require CONTRACTOR to provide services to both High-Risk CalWORKs Teens and Non-High-Risk CalWORKs Teens in its service area.

THEREFORE, the parties agree as follows:

1. **The Amendment shall commence and be effective upon execution by all parties.**

2. **SECTION IV. CONTRACT RATES**, Subsection 7.0 has been added as follows:

7.0 Between July 1, 2011 through June 30, 2012 CONTRACTOR shall provide all services described in this Contract, at no cost, to the COUNTY, to all Non-High-Risk CalWORKs Teens. Further, the CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided to Non-High-Risk CalWORKs Teens for the period of July 1, 2011 through June 30, 2012.

3. **SECTION V, INVOICES AND PAYMENTS**, Subsection 4.0, Unspent Funds, subsection 4.1 is deleted in its entirety and replaced as follows:

4.1 Beginning on July 1, 2011 and continuing until the Contract expires or is terminated, any excess funds and interest the CONTRACTOR has accumulated at the end of each Fiscal Year and when the Contract terminates or expires, from the funds that were designated in the budget to benefit Participants Served shall be treated as Unspent Funds.

4. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 2.0, DEFINITIONS, Subsection 2.29, Participants Served**, is deleted in its entirety and replaced as follows:

2.29 Participants Served or Cal-Learn Participant

Between September 1, 2009 through June 30, 2011 and July 1, 2012 until the Contract terminates, "Participant Served" or "Cal-Learn Participant" shall mean persons receiving CalWORKs benefits, meet Cal-Learn Program requirements, as defined in applicable State regulations and COUNTY Cal-Learn Policies and Procedures, and have been enrolled in the Cal-Learn Program.

For the period of July 1, 2011 through June 30, 2012 "Participant Served" or "Cal-Learn Participant" shall mean High-Risk CalWORKs Teens and Non-High-Risk CalWORKs Teens as defined in Attachment A, Statement of Work and Technical Exhibits, Section 2.0, Definitions, Subsection 2.45 and 2.48.

5. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 2.0 DEFINITIONS**, is modified to add the following:

2.48 NON-HIGH-RISK CalWORKs TEENS

Effective July 1, 2011 through June 30, 2012, CalWORKs pregnant and/or parenting teens not identified as High-Risk CalWORKs Teens are considered to be Non-High-Risk CalWORKs Teens.

6. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, Subsection 5.1 Overview of Case Management Operations and Tasks, is deleted in its entirety and replaced as follows:

5.1.5 Between July 1, 2011 through June 30, 2012, CONTRACTOR will provide case management services to Non-High-Risk CalWORKs Teens and High-Risk CalWORKs Teens and in accordance with all applicable laws, policies, and existing State and COUNTY regulations governing the CalWORKs Program.

7. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, Subsection 5.4.5 is deleted in its entirety and replaced as follows:

5.4.5 Notwithstanding Subsections 5.4.1 through 5.4.4, for the period of July 1, 2011 through June 30, 2012, existing Cal-Learn participants must receive a special WtW orientation to develop a WtW plan between July 1, 2011 and the beginning of the new school year to ensure they are aware of their school attendance requirements in WtW and the consequences of noncompliance. The CONTRACTOR will provide this special orientation to the Non-High Risk CalWORKs Teens and the High-Risk CalWORKs Teens. If the existing Cal-Learn case plan is used, CONTRACTOR must complete the WTW 1 (rights and responsibilities) Attachment P, and give the teens a copy of the COUNTY's WtW handbook. If there is no existing Cal-Learn case plan, the CONTRACTOR shall complete the WTW 2 (Attachment Q) with the primary goal to complete High School or equivalency. CONTRACTOR must schedule an Orientation Appraisal appointment (OAP) with each teen to ensure they understand their participation requirements in WtW and to address their unique needs.

8. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, Subsection 5.4.6 is deleted in its entirety and replaced as follows:

5.4.6 Notwithstanding Subsections 5.4.1 through 5.4.4, for the period of July 1, 2011 through June 30, 2012, the COUNTY will provide WTW orientation to High-Risk CalWORKs Teens and Non-High Risk CalWORKs Teens that were not in Cal-Learn prior to July 1, 2011 and will develop WTW plans.

9. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, Subsection 5.4.7 is deleted in its entirety and replaced as follows:

5.4.7 Notwithstanding Subsections 5.4.1 through 5.4.4, for the period of July 1, 2011 through June 30, 2012, all participants who are determined to be Non-High-Risk CalWORKs Teens and High-Risk CalWORKs Teens, by the COUNTY will be referred to CONTRACTOR for case management services.

10. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, Subsection 5.8 Good Cause Determination, is deleted in its entirety and replaced as follows:

5.8.3 Effective July 1, 2011 through June 30, 2012, Non-High-Risk CalWORKs and High-Risk CalWORKs Teens without a High School Diploma or its equivalent will be subject to the CalWORKs school attendance penalties pursuant to MPP 40-105.5 and the WtW noncompliance, good-cause, and sanction policies pursuant to MPP 42-721. However, due to the nature and sensitivity of the pregnant/parenting teen population, CONTRACTOR must work closely with the teens and encourage them to participate in the WtW program and comply with its requirements to prevent a penalty or a sanction on his/her case or on the household.

Financial sanctions and CalWORKs school attendance penalties will be imposed pursuant to MPP 40-105.5 and MPP 42-721 as follows:

Non-High-Risk CalWORKs Teens and High-Risk CalWORKs Teens under the age of 16:

- If the teen is not regularly attending school (has 9 or more unexcused absences), the school attendance penalty provisions apply and the needs of the parent(s) will not be considered when calculating the assistance unit's (AU's) grant. The penalty must be stopped/removed when verification of regular school attendance is received by the GSW/CCM/RCM. A financial sanction shall not also be imposed on the case.
- If the teen is meeting the school attendance requirements but is not making satisfactory progress (grade point average of 1.0 or below), a financial sanction must be imposed (only if good cause has not been determined and the compliance process has failed) by not considering the needs of the teen when calculating the AU's grant. A school attendance penalty shall not also be imposed on the case

Non-High-Risk CalWORKs Teens and High-Risk CalWORKs Teens 16 or 17 years old:

- If the teen is not meeting the school attendance requirements (9 or more unexcused absences) or is not making satisfactory progress

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf on the ____ day of _____, 2011 by the Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

ALTAMED HEALTH SERVICES CORPORATION

By _____
Name/Title

By _____
Name/Title

**APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL**

By _____
Allison Morse, Senior Deputy County Counsel